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Original Title Page

SEABOARD/MOL SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No. 012219

Expiration Date: None



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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Seaboard/MOL Space Charter Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize Seaboard to charter space to MOL in the Trade (as hereinafter defined) for the movement of cargo originating in and/or destined to locations beyond the scope of this Agreement.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. Seaboard Marine Ltd. ("Seaboard")
8001 N.W. 79th Avenue
Miami, FL 33166
2. Mitsui O.S.K. Lines, Ltd. ("MOL")
1-1, Toranomom 2-chome
Minato-ku, Tokyo 105-8688
Japan

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between Panama and the U.S. Gulf Coast (Key West, FL to Brownsville, TX range)(the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 (a) Seaboard shall charter to MOL space for the movement of up to ten (10) 40-foot reefer units (loaded or empty) on each weekly northbound and southbound sailing of Seaboard's service between the East Coast of Panama and Houston. Such space shall be made available at such slot charter hire and on such other terms and conditions as the Parties shall agree from time to time. Subject to availability, additional space may be chartered upon mutual agreement of the Parties.

(b) MOL may not slot charter or sub-charter slots made available to it under this Agreement to any third party without the prior written consent of Seaboard.

5.2 The Parties are authorized to discuss and agree on the terms on which Seaboard will provide chassis and gensets in Houston for use by customers of MOL and their designated truckers.

5.3 The Parties are authorized to discuss and agree on matters relating to terminal operators and stevedores, and to reach agreement on other issues relating to the loading, discharge and/or storage of cargo and containers.

5.4 The Parties shall both be signatory to the Agreement to Voluntarily Participate in Customs-Trade Partnership Against Terrorism ("C-TPAT Agreement") and Sea Carrier Initiative Agreement and any successor agreements thereto. Each Party shall comply with all applicable regulations and law including, but not limited to, U.S. Customs regulations. Each Party shall immediately communicate to the other "do not load" and/or "hold" message received from U.S. Customs, or other applicable

regulatory body, in respect to particular bills of lading or containers and shall fully cooperate with each other in complying with said messages, providing information to U.S. Customs, and in complying with instructions received from U.S. Customs or any other regulatory body.

5.5 The Parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, monitoring and repair of reefer containers and the provision of spare parts for same; record-keeping; responsibility for loss or damage; insurance; force majeure; the handling and resolution of claims and other liabilities; indemnification; documentation and bills of lading; and general average.

5.6 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Nothing in this Agreement shall give rise to or be construed as constituting a partnership for any purpose or extent and, unless otherwise agreed, neither Party shall be deemed to be the agent of the other.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writings and other communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement with the Federal Maritime Commission as well as the authority to delegate same:

- (a) any authorized officer of each of the Parties; and
- (b) legal counsel for each of the Parties.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1 New Parties to this Agreement may be added only upon unanimous consent. The addition of any new Party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

Actions taken pursuant to, or any amendment of, this Agreement shall be by mutual consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1 This Agreement shall enter into effect on the date it becomes effective under the Shipping Act of 1984, as amended, and shall remain in effect indefinitely.

9.2 Either Party may withdraw from this Agreement by providing not less than one (1) month's advance written notice to the other Party.

ARTICLE 10: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the general and statutory maritime law of the United States.

ARTICLE 11: ASSIGNMENT AND WAIVER

Neither Party shall be entitled to assign or transfer its rights or obligations under this Agreement, except with the other Party's consent. No variation or waiver of any of the provisions of this Agreement and no agreement concluded pursuant to any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorised representatives of the Parties.

ARTICLE 12: NOTICES

Any correspondence or notices hereunder shall be in English and shall be made by courier service or registered mail, or in the event expeditious notice is required, by fax confirmed by courier or registered mail, to the addresses shown in Article 3 hereof.

Seaboard/MOL Space Charter
Agreement
FMC Agreement No. **012219**

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed by their duly authorized representatives as of this 23rd day of August, 2013.

SEABOARD MARINE LTD.

By: Stephen C. Ierck, Jr.
Name: STEPHEN C. IERCK, JR.
Title: Counsel

MTSUI O.S.K. LINES, LTD.

By: Kevin J. Hartman
Name: KEVIN J. HARTMAN
Title: COUNSEL